EXHIBIT 8

American Arbitration Association
Dispute Resolution Services Worldwide

COMMERCIAL ARBITRATION RULES
(ENTER THE NAME OF THE APPLICABLE RULES)

Demand for Arbitration

MEDIATION: If you would like the AAA to contact the other parties and attempt to arrange mediation, please check this box ☐
There is no additional administrative fee for this service.

Name of Respondent Mr. Damon Abnos			Name of Representative (if known) Mr. Joseph G. Maiorano, Esq.		
Address: 6301 Rockhill Road, Suite 102			Name of Firm (if applicable): The Law Offices of Joseph Guy Maiorano		
			Representative's Address 402 West Broadway, 27th Floor		
City Kansas City	State MO	Zip Code 64132	City San Diego	State CA	Zip Code 92101
Phone No. (816) 213-8000		Fax No.	Phone No. (619) 230-1612		Fax No. (619) 230-1839
Email Address: damonabnos@msn.com			Email Address: jgmesq@yahoo.com		

The named claimant, a party to an arbitration agreement dated November 19, 2003, which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

THE NATURE OF THE DISPUTE
Breach of Contract for failure to pay for legal services; Quantam Meruit

Dollar Amount of Claim $75,393.37

Other Relief Sought: ☐ Attorneys Fees ☒ Interest ☐ Arbitration Costs ☐ Punitive/ Exemplary ☐ Other ________

AMOUNT OF FILING FEE ENCLOSED WITH THIS DEMAND (please refer to the fee schedule in the rules for the appropriate fee) $1,800.00

PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE:
Family Law; Legal Malpractice

Hearing locale San Diego, CA (check one) ☐ Requested by Claimant ☒ Locale provision included in the contract

Estimated time needed for hearings overall: 8 hours or 1 days

Type of Business: Claimant Law Firm
Respondent Real Estate Investor

Is this a dispute between a business and a consumer? ☒Yes ☐No
Does this dispute arise out of an employment relationship? ☐Yes ☒ No

If this dispute arises out of an employment relationship, what was/is the employee's annual wage range? Note: This question is required by California law. ☐Less than $100,000 ☐ $100,000 - $250,000 ☐ Over $250,000

You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association's Case Management Center, located in (check one) ☐ Atlanta, GA ☐ Dallas, TX ☐ East Providence, RI ☒ Fresno, CA ☐ International Centre, NY, with a request that it commence administration of the arbitration. Under the rules, you may file an answering statement within the timeframe specified in the rules, after notice from the AAA.

Signature (may be signed by a representative) [signature] Date: 2/12/07			Name of Representative Christopher L. Ludmer, Esq.		
Name of Claimant Seltzer Caplan McMahon Vitek			Name of Firm (if applicable) Seltzer Caplan McMahon Vitek		
Address (to be used in connection with this case): 750 B Street, 2100 Symphony Towers			Representative's Address: 750 B Street, 2100 Symphony Towers		
City San Diego	State CA	Zip Code 92101	City San Diego	State CA	Zip Code 92101
Phone No. (619) 685-3122		Fax No. (619) 702-6895	Phone No. (619) 685-3122		Fax No. (619) 702-6895
Email Address:			Email Address: ludmer@scmv.com		

To begin proceedings, please send two copies of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to the AAA. Send the original Demand to the Respondent.

Please visit our website at www.adr.org if you would like to file this case online. AAA Customer Service can be reached at 800-778-7879

AMERICAN ARBITRATION ASSOCIATION SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES

(FOR USE ONLY IN CALIFORNIA)

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 1-877-528-0879, if you have any questions regarding the waiver of administrative fees.

How to file a claim; consumers should:
- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the business

How to file a claim; businesses should:
- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the consumer by registered mail return receipt requested.

1 How is this claim being filed? Check only one.

[ ] By request of the consumer (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the business)

[x] By request of the business (A copy of the arbitration agreement must be attached. A copy of this form must also be sent to the consumer by registered mail return receipt requested)

-or-

[ ] By mutual agreement ("submission") of the parties (both parties must sign this form)

2 Briefly explain the dispute. Breach of contract for failure to pay for legal services.

3 Do you believe there is any money owed to you? If yes, how much? $75,393.37 plus interest.

4 Is there any other outcome you want? [ ] Yes [x] No
If yes, what is it?

5 Preferred hearing locale (if an in-person hearing is held) San Diego, California

6 Fill in the following information

Consumer

Name of Consumer Damon Abnos
Address 6301 Rockhill Road, Suite 102
City/State/Zip Kansas City, MO 64132
Telephone (816) 213-8000
Fax
Signature of Consumer
Representative Joseph G. Maiorano, Esq.
Firm The L/O of Joseph Guy Maiorano
Address 402 West Broadway, 27th floor
City/State/Zip San Diego, CA 92101
Telephone (619) 230-1612
Fax (619) 230-1839

Business

Name of Business Seltzer Caplan McMahon Vitek
Address 750 B Street, Suite 2100
City/State/Zip San Diego, CA. 92101
Telephone (619) 685-3122
Fax (619) 702-6895
Signature of Business [signature]
Representative Christopher L. Ludmer
Firm Seltzer Caplan McMahon Vitek
Address 750 B Street, Suite 2100
City/State/Zip San Diego, CA. 92101
Telephone (619) 685-3122
Fax (619) 702-6895

FROM : ABNOS PROPERTY MANAGEMENT PHONE NO. : 858 456 2942 Nov. 27 2003 05:27PM P2

www.scmv.com
619.685.3003
619.685.3100 fax

2100 SYMPHONY TOWERS
750 B STREET
SAN DIEGO CALIFORNIA 92101

SELTZER | CAPLAN | McMAHON | VITEK
A LAW CORPORATION

LEE E. HEJMANOWSKI, ESQ.
hejmanowski@scmv.com
619 685 3043
619 702.6241 fax

[illegible]
Robert Caplan
Gerald L. McMahon
[illegible]
[illegible]
David J. Dorne
James C. Dawe
[illegible]
Elizabeth A. Smith
Joyce A. [illegible]
Dean T. Wickham
John H. [illegible]
James P. [illegible]
[illegible]
Michael G. [illegible]
Thomas F. [illegible]
[illegible]
[illegible]
David L. Hinton
David J. [illegible]
Charles L. [illegible]
Patrick D. Hall
Michael A. [illegible]
Daniel A. [illegible]
J. Scott Schefer
Lee E. Hejmanowski
Daniel E. Eaton
[illegible]
M. Christine Tennison
Andrew D. Brooks
Paul R. [illegible]
John M. Toscano
[illegible]
David M. [illegible]
Tracy A. [illegible]
Charles S. [illegible]
[illegible]
Jack R. Leer
Jeffrey D. Harris
Scott A. [illegible]
Kevin J. [illegible]
Robert (Robin) M. [illegible]
Matthew M. Mahoney
Joseph D. [illegible]
Jason A. [illegible]
Joseph F. Martinez
Amanda L. Kramer
Kyle A. [illegible]
Angela A. Bassett
Andreas P. [illegible]
Christine M. La Pinta

Of Counsel
Victoria M. Adlada
Linda Papst de Leon
C. Kirk Ellis
Gregory A. Vega
Howard J. [illegible]
John C. [illegible]
Richard A. Clegg
C. Scott Williams

*Admitted in New Jersey only

November 19, 2003

Mr. Damon Abnos
1306 Nautilus Street
La Jolla, CA 92037

RE: AGREEMENT RE LEGAL SERVICES AND FEES
Our File No. 08900.57529

Dear Mr. Abnos:

1. **Engagement**

The purpose of this agreement is to confirm the terms under which this firm will represent you in connection with marital dissolution proceedings between you and your spouse, Lori Abnos. As we discussed, if the child custody and visitation issues must be resolved in court, you may be required to retain additional attorneys to work with us on those issues, depending upon the other commitments of the attorneys in this firm who practice in those areas. We will revisit that subject with you later, if necessary.

2. **Attorneys' Services, Fees and Costs**

It is difficult to predict accurately the extent of legal services which this matter will require. We have therefore not made any prediction or commitment as to the total fee or the outcome of the matter. You have agreed to pay the usual fees charged from time to time by Lee E. Hejmanowski, Esq., and the persons in our firm who work on this matter under his supervision.

We will render monthly statements to you indicating the status of your account on a time-spent basis, calculated at the hourly rates of persons working on the matter which are in effect when the statements are rendered. Current hourly rates in the Family Law Department are:

Gerald L. McMahon	$485.00
Lee E. Hejmanowski	$310.00
Richard A. Clegg	$240.00
Linda Papst de Leon	$240.00
Amanda L. Kramer	$240.00
Angela A. Bassett	$175.00

Hourly rates for others, which vary according generally to levels of experience, are as follows: Senior members of the firm, $300 to $485; Associate and Of Counsel Attorneys, $150 to $425; Paralegals, $95 to $130; Law Clerks, $150 to $210; Word Processing, $40 to $55; and, Document Control Clerks, $25 to $40. Our hourly charges include time spent on the telephone, intake interviews and processing, performing legal research, conferring with persons who may have relevant information, negotiating for settlement and performing all other services on your behalf. If our firm adopts new usual hourly rates from time to time during the course of our representation, later services will be billed and payable at such rates. No new rates will be adopted before January 1, 2004.

Independent of and in addition to the fees for legal services to be rendered on your behalf, it may be necessary for this firm to incur costs and advance sums for items such as filing fees, process service fees, deposition transcripts, photocopying (at 20 cents per page if done in-house), expert witness fees, investigator's fees, long-distance telephone charges, telefax transmission and receipt charges (at $1 per page), travel expenses and other charges. We may request that such costs be advanced by you; however, to the extent that our firm advances such costs on your behalf, it is understood that you will reimburse us monthly and hold us harmless from liability for these costs. Certain vendors may be billing you directly for services performed at our request. We will identify all such vendors to you in advance.

3. Billing Statements and Retainer(s)

We will send you detailed monthly statements indicating the current status of your account, both for services rendered and for costs advanced. The statements will show the date of each service performed, who performed it, the time expended and rate charged. The statements will be due and payable in full monthly, upon receipt. A late charge of 10% per annum will be assessed on the portion of your account owing for both services performed and costs advanced remaining unpaid for more than 45 days after the date of any statement.

We require that you deposit with us an initial sum of $10,000 as a retainer to be deposited in our clients' trust account. (In fact, you have already presented us with a check in that amount.) All such funds not used will be returned to you after a reasonable time has passed to make sure all billings are paid. At a minimum, this would be at least one complete billing cycle after completion of the matter. By your execution and return to us of the enclosed copy of this letter, you will be authorizing and instructing us to deposit your retainer check in our clients' trust account and to disburse proceeds of such check incrementally to our firm to apply to fees and/or costs which our firm may advance or incur. Disbursements will be made automatically to pay amounts that will be shown on our monthly statements. Any time the amount deposited to your credit in our clients' trust account falls below $2,000 (or such other sum as we may designate from time to time), you must deposit at least another $10,000 (or such other sum as we may designate from time to time) in the trust account so that the account will always have a credit balance in your favor from which we can make disbursements. Any unused portion of the additional deposit(s) will also be refunded to you as set forth above. If you choose not to deposit the additional retainer funds, we have the right to terminate this engagement and withdraw as your counsel of record. In addition to that right, if the amount deposited to your credit in our clients' trust account reaches a zero balance, we will be entitled to discontinue work on this matter and withdraw as your counsel. If we continue working on your matter(s), you will remain responsible for paying for our services and costs advanced and/or incurred.

To the extent you are indebted to this firm for fees and/or costs incurred, this firm shall have a lien on all monies and property which are awarded to you by the court, or obtained by negotiation.

Provisions of this agreement may be disclosed to the court in connection with any application for payment of fees and costs. We may also advise the court of any amounts we have received on account from you.

To minimize attorneys' fees and costs, we will try to effect a reasonable settlement agreement, which will avoid a trial. If settlement efforts are not successful and trial is required, the fees and costs will necessarily be increased, and a separate fee agreement and retainer may be required.

We reserve the right to withdraw from the matter if you do not make the payments required by this agreement, if you have misrepresented or failed to disclose material facts to us, or if you choose not to follow our advice. You also retain the right to terminate this firm as your attorneys of record at any time and for any reason, in which case we ask to be so advised in writing. In either event, you would be responsible for the fees and costs to date of withdrawal or termination.

4. Arbitration Provision

Concurrently with this Agreement, you agree to and enter into the Arbitration Agreement attached as Exhibit "A", by which you and this firm agree that any controversy, claim or dispute which arises from or relates to this agreement or services rendered or to be rendered by this firm (including its attorneys and employees) shall be determined exclusively by submission to mandatory, binding arbitration, instead of by a lawsuit or resort to court action.

5. Other Provisions

A dissolution of marriage proceeding is one of those events that should induce a review of one's estate plan. We have attorneys in our firm who specialize in the field of estate planning. If you wish, we can set an appointment for you to discuss the topic.

Once our file has been closed, we will not perform any services on your behalf concerning this matter. Thereafter, unless otherwise requested and agreed in writing, we will not notify you of changes in the law which may affect you or your interests with respect to this matter.

No change, waiver or modification of any of the provisions of this agreement shall be effective unless in writing and signed by our firm. This letter contains our entire agreement concerning the services we will be performing and our compensation for such services and costs. We have made no representations or promises other than those expressly set forth in this agreement.

Should you ask us to render additional legal services of the same general kind as requested by you in this matter, and should we agree to undertake them, and if no new written fee agreement is entered into, the terms and conditions of this agreement shall control our engagement for any such additional services.

Additionally, we wish to advise you that it is the policy of our firm to destroy papers in files any time after ten years from the conclusion of a matter. If for any reason you wish to preserve any of the records or files from this matter, please request them from our office well before this time period elapses.

To confirm our agreement under the terms and conditions set forth above, please sign and return the enclosed copy of this letter to us on or before November 25, 2003.

We look forward to working with you.

Very truly yours,

SELTZER CAPLAN McMAHON VITEK
A Law Corporation

By [signature]
Lee E. Hejmanowski
Vice-President

Encls.

APPROVED AND ACCEPTED: **CLIENT:**

Retainer: $10,000 (already delivered)

Dated: 11-27-03 [signature]
DAMON ABNOS

Exhibit A

EXHIBIT "A"

ARBITRATION AGREEMENT

THE UNDERSIGNED AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES (COLLECTIVELY "DISPUTES") WHICH ARISE FROM OR RELATE TO THE ENGAGEMENT OF, OR SERVICES RENDERED OR TO BE RENDERED BY, SELTZER CAPLAN McMAHON VITEK (INCLUDING ITS ATTORNEYS AND EMPLOYEES) (COLLECTIVELY "THE LAW FIRM") SHALL BE DETERMINED EXCLUSIVELY BY SUBMISSION TO MANDATORY, BINDING ARBITRATION, INSTEAD OF BY A LAWSUIT OR RESORT TO COURT ACTION. SUCH DISPUTES SHALL INCLUDE, WITHOUT LIMITATION, DISPUTES AS TO FEES, COSTS OR PROFESSIONAL MALPRACTICE (THAT IS, AS TO WHETHER ANY LEGAL SERVICES RENDERED WERE UNNECESSARY OR UNAUTHORIZED OR WERE IMPROPERLY, NEGLIGENTLY OR INCOMPETENTLY RENDERED).

BY ENTERING INTO THIS AGREEMENT THE PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHTS TO HAVE ANY SUCH DISPUTES DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION. ACCORDINGLY, DAMON ABNOS ("CLIENT") IS ADVISED TO OBTAIN THE ADVICE OF INDEPENDENT COUNSEL BEFORE ENTERING INTO THIS AGREEMENT.

ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN DIEGO, CALIFORNIA. SUCH PROCEEDING SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER THE AAA's COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES; AND, IF APPLICABLE, UNDER THE AAA's SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES ("CONSUMER RULES") AND CONSUMER DUE PROCESS PROTOCOL ("PROTOCOL"). THE CLIENT AND THE LAW FIRM SHALL CAUSE A SINGLE ARBITRATOR TO BE SELECTED AND SHALL SHARE EQUALLY THE ARBITRATOR'S FEES AND THE AAA's ADMINISTRATIVE FEES; EXCEPT, WHERE THE CONSUMER RULES AND THE PROTOCOL APPLY, THEY SHALL BE FOLLOWED WITH RESPECT TO SUCH FEES. THE ARBITRATOR'S DECISION SHALL BE CONCLUSIVE, FINAL AND BINDING UPON THE PARTIES.

THE LAWS OF THE STATE OF CALIFORNIA PERTAINING TO BINDING ARBITRATION ALSO SHALL APPLY, AND JUDGMENT ON THE ARBITRATOR'S DECISION MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NEITHER PARTY MAY SEEK AN APPEAL OR

REVIEW OF THE ARBITRATOR'S DECISION EXCEPT UPON THE GROUNDS SPECIFIED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1285 AND FOLLOWING.

THE LAW FIRM:

SELTZER CAPLAN McMAHON VITEK
A Law Corporation

Dated: November 19, 2003

By: [signature]
LEE E. HEJMANOWSKI
Title: Vice President

THE CLIENT:

Dated: 11-27-03

[signature]
DAMON ABNOS

NOV 15 '06 PM 4:24 D
Clerk of the Superior Court
NOV 1 6 2006
By: C. NEPOMUCENO, Deputy

Christopher L. Ludmer, Esq. (SBN 208411)
SELTZER CAPLAN MCMAHON VITEK
A Law Corporation
750 B Street, 2100 Symphony Towers
San Diego, California 92101-8177
Telephone: (619) 685-3003
Facsimile: (619) 685-3100

Attorneys for Defendants/Cross-Complainant
LEE HEJMANOWSKI and SELTZER CAPLAN McMAHON VITEK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
(CENTRAL DIVISION)

DAMON ABNOS, an individual, Plaintiff, vs. LEE HEJMANOWSKI, an individual; SELTZER CAPLAN McMAHON VITEK, a Law Corporation; and DOES 1 to 10, Defendants.	CASE NO. GIC 864098 **JOINT STIPULATION FOR BINDING ARBITRATION AND STAY OF PROCEEDINGS AND [PROPOSED] ORDER** DEPT: 64 JUDGE: Hon. William R. Nevitt, Jr. COMPLAINT FILED: April 10, 2006 TRIAL DATE: Not Set
SELTZER CAPLAN McMAHON VITEK, a Law Corporation, Cross-Complainant, vs. DAMON ABNOS, an individual, Cross-Defendant.	Unlimited Civil Case

It is hereby stipulated and agreed jointly by the Parties and their attorneys to submit all claims and cross-claims in this action to neutral, binding arbitration in San Diego, California. The Parties hereby agree to give up any rights they might posses to have this matter litigated in a court or jury trial.

The Parties and their attorneys also hereby jointly stipulate to an immediate stay of all proceedings pending the completion of binding arbitration.

IT IS SO STIPULATED.

IT IS SO STIPULATED.

Dated: November __, 2006

By: ______________________
Damon Abnos
Plaintiff/Cross-Defendant

Law Offices of Joseph G. Majorano

Dated: November __, 2006

By: ______________________
ATTORNEY FOR Plaintiff/Cross-Defendant DAMON ABNOS

Dated: November 6, 2006

By: ______________________
Lee Hejmanowski
Defendant/~~Cross-Complainant~~

Dated: November 6, 2006

By: ______________________
On behalf of Seltzer Caplan McMahon Vitek, A Law Corporation
Defendant/Cross-Complainant

SELTZER CAPLAN MCMAHON VITEK
A Law Corporation

Dated: November 15, 2006

By: ______________________
Christopher L. Ludmer, Esq.
ATTORNEY FOR Defendants/Cross-Complainants LEE HEJMANOWSKI and SELTZER CAPLAN MCMAHON VITEK

ORDER

Pursuant to the stipulation by the Parties, it is so ordered.

____
Date

____
Judge of the Superior Court

IT IS SO STIPULATED.

Dated: November 15, 2006

By: [signature]
Damon Abnos
Plaintiff/Cross-Defendant

Dated: November 15, 2006

Law Offices of Joseph G. Maiorano

By: [signature]
ATTORNEY FOR Plaintiff/Cross-Defendant DAMON ABNOS

Dated: November __, 2006

By: ______________________
Lee Hejmanowski
Defendant/Cross-Complainant

Dated: November __, 2006

By: ______________________
On behalf of Seltzer Caplan McMahon Vitek,
A Law Corporation
Defendant/Cross-Complainant

Dated: November __, 2006

SELTZER CAPLAN MCMAHON VITEK
A Law Corporation

By: ______________________
Christopher L. Ludmer, Esq.
ATTORNEY FOR Defendants/Cross-Complainants LEE HEJMANOWSKI and SELTZER CAPLAN MCMAHON VITEK

ORDER

Pursuant to the stipulation by the Parties, it is so ordered.

NOV 1 6 2006
Date

WILLIAM R. NEVITT, JR.
Judge of the Superior Court

The Law Offices of
Joseph Guy Maiorano
Emerald Plaza
402 West Broadway, 27th Floor
San Diego, California 92101

Tel. 619-230-1612 Fax. 619-230-1839
E-mail. jgmesq@yahoo.com

FACSIMILE COVER SHEET

*** THIS FACSIMILE TRANSMISSION WILL NOT BE MAILED ***

Date: December 1, 2006

Total number of pages: 4
(including 1-page cover sheet)

If all pages are not received, please call
619.230.1612

TO:	Facsimile No.	Telephone No.
Christopher L. Ludmer, Esq.	619-685-3100	

From: Joseph G. Maiorano, Esq.
Re: Abnos v. Hejmanowski, et al

MESSAGE:

NOTE: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Christopher L. Ludmer, Esq. (SBN 208411)
SELTZER CAPLAN MCMAHON VITEK
A Law Corporation
750 B Street, 2100 Symphony Towers
San Diego, California 92101-8177
Telephone: (619) 685-3003
Facsimile: (619) 685-3100

Attorneys for Defendants LEE HEJMANOWKSI and SELTZER CAPLAN McMAHON VITEK

Damon Abnos, an individual Plaintiff, vs. Lee Hejmanowski, an individual; SELTZER CAPLAN McMAHON VITEK, a law corporation; and DOES 1 TO 10, Defendants.	
SELTZER CAPLAN McMAHON VITEK, a Law Corporation, Cross-Complainant, vs. DAMON ABNOS, an individual, Cross-Defendant.	CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury of the laws of the United States that I am over the age of eighteen years and not a party to this action, that I served the following documents:

DEMAND FOR ARBITRATION

on the interested parties in this action as listed below, by certified mail, return receipt requested:

Mr. Damon Abnos
6301 Rockhill Road, Suite 102
Kansas City, MO. 64132

Joseph G. Maiorano, Esq.
The Law Offices of Joseph Guy Maiorano
402 West Broadway, 27th Floor
San Diego, California 92101

I declare that I am employed in the office of a member of the bar of the state of California at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on February 12, 2007 at San Diego, California.

Melanie Butler

EXHIBIT 9

American Arbitration Association
Dispute Resolution Services Worldwide

Western Case Management Center
John M Bishop
Vice President
Jeffrey Garcia
Assistant Vice President

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
internet: http://www adr org/

March 1, 2007

VIA EMAIL

Christopher L. Ludmer, Esq.
Seltzer, Caplan, McMahon & Vitek
750 B. St., 2100 Symphony Towers
San Diego, CA 92101

Joseph G. Maiorano, Esq.
Law Office of Joseph Guy Maiorano
402 West Broadway, 27th Floor
San Diego, CA 92101

Re: 73 194 00076 07 LIAL
Seltzer Caplan McMahon Vitek
and
Mr. Damon Abnos

Dear Parties:

This will confirm a telephone call on February 28, 2007 with Christopher Ludmer, wherein the following matters were discussed. As we were unable to reach Mr. Maiorano, we assume he agrees to the following absent a response to the contrary on or before **March 8, 2007**.

- **Number of Arbitrators:** The Association will appoint one (1) arbitrator to hear and determine this dispute.
- **Desired Qualification in an Arbitrator:** **Family law and legal malpractice**. The Association is in the process of compiling a list of arbitrators taking into consideration the aforementioned qualifications to the extent possible.
- **Number of days of hearing:** Claimant estimates that this matter will require approximately one (1) day of hearing.
- **The checklist for conflicts shall be returned by March 5, 2007.**

In accordance with the Rules, if Respondent does not answer on or before **March 5, 2007** we will assume that the claim is denied. If Respondent wishes to counterclaim, file the appropriate number of copies, together with the administrative fee, to the attention of the undersigned. A copy should be directly sent to Claimant.

The Association will require advance deposits once the arbitrator is appointed. These deposits are calculated on the number of days the parties have suggested will be necessary, in addition to the pre and post hearing time that the arbitrator may charge pursuant to the arbitrator's resume.

Mediation is available to the parties throughout the process of the arbitration. In addition to local mediators, the Association has a select group of mediators that serve on the AAA President's Panel of Mediators. Having already filed for arbitration, there is no additional administrative fee for this service. The compensation of the mediator will be based on the number of hours reported by the mediator. If at any point you would like to mediate please contact the undersigned.

Please visit our web site at www.adr.org to review our mediation section of the appropriate rules. You may also access "A Guide to Mediation and Arbitration for Business People" at that site. If you would like a printed copy of these procedures, please contact the undersigned.

As a reminder, cases may be viewed and managed online through AAA's WebFile.

In order to expedite administration, please direct all further correspondence to the address listed above.

Please do not hesitate to contact the undersigned should you have a question.

Sincerely,

/s/
Lisa Allen
Case Manager
(559) 490-1895
AllenL@adr.org

Supervisor Information. Sandra L. Marshall, (559) 490-1921, Marshalls@adr.org

EXHIBIT 10

American Arbitration Association
Dispute Resolution Services Worldwide

Western Case Management Center
John M Bishop
Vice President
Jeffrey Garcia
Assistant Vice President

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
internet: http://www adr org/

March 9, 2007

VIA EMAIL

Christopher Ludmer
Seltzer Caplan McMahon Vitek
2100 Symphony Towers
750 B Street
San Diego, CA 92101

Joseph G. Maiorano, Esq.
Law Office of Joseph Guy Maiorano
402 West Broadway, 27th Floor
San Diego, CA 92101

Re: 73 194 00076 07 LIAL
Seltzer Caplan McMahon Vitek
and
Damon Abnos

Dear Parties:

This will confirm a request on March 8, 2007, from Joseph Maiorano requesting an extension of the due date set forth in the Association's letter dated March 1, 2007.

The Association may grant a party no more than one extension in which to respond to our letter dated March 1, 2007. The Association has granted an extension until **March 13, 2007**, for Mr. Maiorano to respond.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

/s/
Lisa Allen
Case Manager
(559) 490-1895
AllenL@adr.org

Supervisor Information Sandra L. Marshall, (559) 490-1921, Marshalls@adr org

EXHIBIT 11

American Arbitration Association
Dispute Resolution Services Worldwide

Western Case Management Center
John M Bishop
Vice President
Jeffrey Garcia
Assistant Vice President

6795 North Palm Ave. 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
internet: http://www adr org/

April 5, 2007

VIA EMAIL

Christopher Ludmer
Seltzer Caplan McMahon Vitek
2100 Symphony Towers
750 B Street
San Diego, CA 92101

Joseph G. Maiorano, Esq.
Law Office of Joseph Guy Maiorano
402 West Broadway, 27th Floor
San Diego, CA 92101

Re: 73 194 00076 07 LIAL
Seltzer Caplan McMahon Vitek
and
Damon Abnos

Dear Parties:

This will confirm a request on April 2, 2007, from Respondent requesting an extension of the due date to remit the filing fee for the counterclaim.

The Association has granted an extension until **April 13, 2007**, for Respondent to remit the appropriate filing fee.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

/s/
Lisa Allen
Case Manager
(559) 490-1895
AllenL@adr.org

Supervisor Information Sandra L Marshall, (559) 490-1921, Marshalls@adr org

EXHIBIT 12

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

DAMON ABNOS, Plaintiff,

v.

LORI ABNOS, JAMES A. LABITSKA, and BARBARA LABITSKA, Defendants.

Case No. 07CA-CV01865

I hereby certify the above and foregoing to be a true and correct copy, the original of which is filed and entered of record in this court

Kelly Sue Elliott, Circuit Clerk
Cass County, Missouri

BY ____________ Deputy Clerk

Dated ____________

PETITION IN DAMAGES

Count I: Trespass to Land

Plaintiff, as and for his first cause of action, states:

1. Plaintiff is a resident of Kansas City, Missouri.

2. Defendant Lori Abnos is a resident of the State of California.

3. Defendants James A. Labitska and Barbara Labitska reside in Nevada, Missouri, and are the parents of Defendant Lori Abnos.

4. The incidents giving rise to this lawsuit occurred in Cass County, Missouri, thereby rendering jurisdiction proper before this court

5. At all times pertinent to this lawsuit, Plaintiff and Defendant Lori Abnos were husband and wife and, as such, were adverse parties in an action for divorce in the Superior Court of San Diego County, California, styled Lori Abnos v. Damon Abnos, Case No. D-480250 (the "divorce proceeding").

6. Prior to and during their marriage, Plaintiff accumulated certain bank records and other documents pertaining to real property owned and managed by Plaintiff prior to their marriage and continuing during their marriage.

7. Plaintiff stored such documents in a residence owned by Plaintiff and Defendant Lori Abnos at 5415 South Stark Road, Peculiar, Cass County, Missouri (the "Peculiar residence").

8. These records and other documents contained evidence, including very old and otherwise irretrievable bank records that Plaintiff needed and intended to use to prove his claims of prior ownership and control: as well as lack of any commingling of

any community property or the separate property of Defendant Lori Abnos in the divorce proceeding.

9. At all times pertinent to this lawsuit, the Peculiar Residence was occupied solely by Plaintiff.

10. Pursuant to an agreement between Plaintiff and Defendant Lori Abnos, pending a final resolution as to the divorce proceeding, Plaintiff would occupy the Peculiar residence to the exclusion of Defendant Lori Abnos, and Defendant Lori Abnos would occupy a residence she and Plaintiff owned in La Jolla, San Diego County, California to the exclusion of Plaintiff.

11. Neither party had permission or consent to enter the other's property.

12. The evidence contained in the records and other documents described in Paragraph 8 was crucial to the divorce proceeding, in that they provided the sole source of physical evidence that certain parcels of real property and businesses valued collectively in excess of Two Million Dollars ($2,000,000.00) were, and continued to be, Plaintiff's sole, separate, non-marital property.

13. Absent these records and documents, it would have been impossible for Plaintiff to establish the maintenance of the character of separate property and the fact that no community property assets or sole, separate, non-marital assets of Defendant Lori Abnos were commingled concerning Plaintiff's sole and separate property.

14. Sometime between January 28, 2004 and February 4, 2004 at the instance and/or request of Defendant Lori Abnos, Defendant James A. Labitska and/or Defendant Barbara Labitska broke into the Peculiar residence and removed the aforementioned records and other documents, contained in over thirty (30) file boxes.

15. Plaintiff did not authorize any of the Defendants to enter or otherwise be present at the Peculiar residence for any purpose whatsoever.

16. As the immediate and proximate result of Defendants' actions, Plaintiff sustained damages in that he could not prove his sole entitlement to his separate property which could have and would have been proven in the divorce proceeding but for Defendants' actions in trespassing on the Peculiar residence for the sole purpose of obtaining, removing, and/or destroying the aforementioned records and other documents.

WHEREFORE, Plaintiff demands Judgment against Defendants, jointly and severally, in such sum as this Court may deem fair and reasonable.

Count II: Trespass to Chattel

Plaintiff, as and for his second cause of action, states:

1. Count I is hereby incorporated by reference.

2. As the immediate and proximate result of Defendants' actions, Plaintiff sustained damages in that he could not prove his sole entitlement to his separate property which could have and would have been proved in the divorce proceeding but for Defendants' actions in trespassing on the Peculiar residence for the sole purpose of obtaining, removing, and/or destroying the aforementioned records and other documents.

WHEREFORE, Plaintiff demands Judgment against Defendants, jointly and severally, in such sum as this Court may deem fair and reasonable.

Count III: Conversion

Plaintiff, as and for his third cause of action, state:

1. Counts I, II are hereby incorporated by reference.

2. Defendants, any or all of them, destroyed the aforementioned records and other documents, or caused them to be destroyed.

3. By destroying these records and other documents, or by causing them to be destroyed, Defendant Lori Abnos converted these items to her own use, in that she eliminated evidence that Plaintiff would have otherwise used against her in the divorce proceeding.

4. As the immediate and proximate result of Defendants' actions, Plaintiff sustained damages in that he could not prove his sole entitlement to his separate property which could have and would have been proved in the divorce proceeding but for Defendants' actions in trespassing on the Peculiar residence for the sole purpose of obtaining, removing, and/or destroying the aforementioned records and other documents.

WHEREFORE, Plaintiff demands Judgment against Defendants, jointly and severally, in such sum as this Court may deem fair and reasonable.

Count IV: Punitive Damages

Plaintiff, as and for his fourth cause of action, states:

1. Counts I, II, and III are incorporated by reference.

2. The actions of Defendants, any or all of them, were willful and malicious.

3 As a result of such acts, Plaintiff requests Two Million Dollars ($2,000,000.00) in punitive damages.

WHEREFORE, Plaintiff requests punitive damages in such sums that this Court may deem fair and reasonable.

CHARLES H. LONARDO # 34166
Commerce Executive Center
211 Main, Suite 420
Joplin, Missouri 64801
Phone 417-782-5299
Fax 417-782-7461

ATTORNEY FOR PLAINTIFF